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18 **UNITED STATES DISTRICT COURT**  
19 **CENTRAL DISTRICT OF CALIFORNIA**

20 ESMERALDA ELIZABETH ROQUE,  
21 et al.,

22 Plaintiff,

23 vs.

24 COUNTY OF ORANGE, DOES 1-50,  
25 et al.,

26 Defendants.

CASE NO. 8:22-cv-02205-DOC-ADS

**STIPULATED PROTECTIVE  
ORDER**

*Trial Date: November 12, 2024*  
*Complaint filed: December 7, 2022*

1 **I. PURPOSES AND LIMITATIONS**

2 A. Discovery in this action is likely to involve production of confidential,  
3 proprietary, or private information for which special protection from public disclosure  
4 and from use for any purpose other than prosecuting this litigation may be warranted.  
5 Accordingly, the parties hereby stipulate to and petition the Court to enter the  
6 following Stipulated Protective Order. The parties acknowledge that this Order does  
7 not confer blanket protections on all disclosures or responses to discovery and that  
8 the protection it affords from public disclosure and use extends only to the limited  
9 information or items that are entitled to confidential treatment under the applicable  
10 legal principles. The parties further acknowledge, as set forth in Section XIII(C),  
11 below, that this Stipulated Protective Order does not entitle them to file confidential  
12 information under seal; Civil Local Rule 79-5 sets forth the procedures that must be  
13 followed and the standards that will be applied when a party seeks permission from  
14 the Court to file material under seal.

15 **II. GOOD CAUSE STATEMENT**

16 A. This action is likely to involve documents, video footage, photographs,  
17 medical records, and other highly sensitive private information for which special  
18 protection from public disclosure and from use for any purpose other than prosecution  
19 of this action is warranted. Such confidential and proprietary materials and  
20 information consist of, among other things, multiple hours' worth of security video  
21 footage from the Decedent's cell block which depicts a large number of third-party  
22 inmates whose privacy interests are not represented in the instant litigation, as well as  
23 other information otherwise generally unavailable to the public, or which may be  
24 privileged or otherwise protected from disclosure under state or federal statutes, court  
25 rules, case decisions, or common law. Beyond the inmates' privacy concerns, it is  
26 critical that the surveillance footage be subject to heightened protection because the  
27 location of security cameras within the jail is itself highly sensitive and confidential  
28

1 information. Accordingly, to expedite the flow of information, to facilitate the prompt  
 2 resolution of disputes over confidentiality of discovery materials, to adequately  
 3 protect information the parties are entitled to keep confidential, to ensure that the  
 4 parties are permitted reasonable necessary uses of such material in preparation for and  
 5 in the conduct of trial, to address their handling at the end of the litigation, and serve  
 6 the ends of justice, a protective order for such information is justified in this matter.  
 7 It is the intent of the parties that information will not be designated as confidential for  
 8 tactical reasons and that nothing be so designated without a good faith belief that it  
 9 has been maintained in a confidential, non-public manner, and there is good cause  
 10 why it should not be part of the public record of this case.

### 11 **III. DEFINITIONS**

12 A. Action: This pending federal law suit.

13 B. Challenging Party: A Party or Non-Party that challenges the designation  
 14 of information or items under this Order.

15 C. “CONFIDENTIAL” Information or Items: Information (regardless of  
 16 how it is generated, stored or maintained) or tangible things that qualify for protection  
 17 under Federal Rule of Civil Procedure 26(c), and as specified above in the Good  
 18 Cause Statement.

19 D. Counsel: Outside Counsel of Record and House Counsel (as well as their  
 20 support staff).

21 E. Designating Party: A Party or Non-Party that designates information or  
 22 items that it produces in disclosures or in responses to discovery as  
 23 “CONFIDENTIAL.”

24 F. Disclosure or Discovery Material: All items or information, regardless  
 25 of the medium or manner in which it is generated, stored, or maintained (including,  
 26 among other things, testimony, transcripts, and tangible things), that are produced or  
 27 generated in disclosures or responses to discovery in this matter.  
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1           G.     Expert: A person with specialized knowledge or experience in a matter  
 2 pertinent to the litigation who has been retained by a Party or its counsel to serve as  
 3 an expert witness or as a consultant in this Action.

4           H.     House Counsel: Attorneys who are employees of a party to this Action.  
 5 House Counsel does not include Outside Counsel of Record or any other outside  
 6 counsel.

7           I.     Non-Party: Any natural person, partnership, corporation, association, or  
 8 other legal entity not named as a Party to this action.

9           J.     Outside Counsel of Record: Attorneys who are not employees of a party  
 10 to this Action but are retained to represent or advise a party to this Action and have  
 11 appeared in this Action on behalf of that party or are affiliated with a law firm which  
 12 has appeared on behalf of that party, and includes support staff.

13          K.     Party: Any party to this Action, including all of its officers, directors,  
 14 employees, consultants, retained experts, and Outside Counsel of Record (and their  
 15 support staffs).

16          L.     Producing Party: A Party or Non-Party that produces Disclosure or  
 17 Discovery Material in this Action.

18          M.     Professional Vendors: Persons or entities that provide litigation support  
 19 services (e.g., photocopying, videotaping, translating, preparing exhibits or  
 20 demonstrations, and organizing, storing, or retrieving data in any form or medium)  
 21 and their employees and subcontractors.

22          N.     Protected Material: Any Disclosure or Discovery Material that is  
 23 designated as "CONFIDENTIAL."

24          O.     Receiving Party: A Party that receives Disclosure or Discovery Material  
 25 from a Producing Party.

#### 26 **IV. SCOPE**

27          A.     The protections conferred by this Stipulation and Order cover not only  
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Protected Material (as defined above), but also (1) any information copied or extracted from Protected Material; (2) all copies, excerpts, summaries, or compilations of Protected Material; and (3) any testimony, conversations, or presentations by Parties or their Counsel that might reveal Protected Material.

B. Any use of Protected Material at trial shall be governed by the orders of the trial judge. This Order does not govern the use of Protected Material at trial.

## **V. DURATION**

A. Even after final disposition of this litigation, the confidentiality obligations imposed by this Order shall remain in effect until a Designating Party agrees otherwise in writing or a court order otherwise directs. Final disposition shall be deemed to be the later of (1) dismissal of all claims and defenses in this Action, with or without prejudice; and (2) final judgment herein after the completion and exhaustion of all appeals, rehearings, remands, trials, or reviews of this Action, including the time limits for filing any motions or applications for extension of time pursuant to applicable law.

## **VI. DESIGNATING PROTECTED MATERIAL**

A. Exercise of Restraint and Care in Designating Material for Protection

1. Each Party or Non-Party that designates information or items for protection under this Order must take care to limit any such designation to specific material that qualifies under the appropriate standards. The Designating Party must designate for protection only those parts of material, documents, items, or oral or written communications that qualify so that other portions of the material, documents, items, or communications for which protection is not warranted are not swept unjustifiably within the ambit of this Order.

2. Mass, indiscriminate, or routinized designations are prohibited.

1 Designations that are shown to be clearly unjustified or that have  
2 been made for an improper purpose (e.g., to unnecessarily  
3 encumber the case development process or to impose unnecessary  
4 expenses and burdens on other parties) may expose the  
5 Designating Party to sanctions.

6 3. If it comes to a Designating Party's attention that information or  
7 items that it designated for protection do not qualify for protection,  
8 that Designating Party must promptly notify all other Parties that  
9 it is withdrawing the inapplicable designation.

10 B. Manner and Timing of Designations

11 1. Except as otherwise provided in this Order (see, e.g., Section  
12 B(2)(b) below), or as otherwise stipulated or ordered, Disclosure  
13 or Discovery Material that qualifies for protection under this  
14 Order must be clearly so designated before the material is  
15 disclosed or produced.

16 2. Designation in conformity with this Order requires the following:

17 a. For information in documentary form (e.g., paper or  
18 electronic documents, but excluding transcripts of  
19 depositions or other pretrial or trial proceedings), that the  
20 Producing Party affix at a minimum, the legend  
21 "CONFIDENTIAL" (hereinafter "CONFIDENTIAL  
22 legend"), to each page that contains protected material. If  
23 only a portion or portions of the material on a page qualifies  
24 for protection, the Producing Party also must clearly  
25 identify the protected portion(s) (e.g., by making  
26 appropriate markings in the margins).

27 b. A Party or Non-Party that makes original documents  
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1 available for inspection need not designate them for  
2 protection until after the inspecting Party has indicated  
3 which documents it would like copied and produced.  
4 During the inspection and before the designation, all of the  
5 material made available for inspection shall be deemed  
6 “CONFIDENTIAL.” After the inspecting Party has  
7 identified the documents it wants copied and produced, the  
8 Producing Party must determine which documents, or  
9 portions thereof, qualify for protection under this Order.  
10 Then, before producing the specified documents, the  
11 Producing Party must affix the “CONFIDENTIAL legend”  
12 to each page that contains Protected Material. If only a  
13 portion or portions of the material on a page qualifies for  
14 protection, the Producing Party also must clearly identify  
15 the protected portion(s) (e.g., by making appropriate  
16 markings in the margins).

17 c. For testimony given in depositions, that the Designating  
18 Party identify the Disclosure or Discovery Material on the  
19 record, before the close of the deposition all protected  
20 testimony.

21 d. For information produced in form other than document and  
22 for any other tangible items, that the Producing Party affix  
23 in a prominent place on the exterior of the container or  
24 containers in which the information is stored the legend  
25 “CONFIDENTIAL.” If only a portion or portions of the  
26 information warrants protection, the Producing Party, to the  
27 extent practicable, shall identify the protected portion(s).  
28



1 C. Inadvertent Failure to Designate

2 1. If timely corrected, an inadvertent failure to designate qualified  
 3 information or items does not, standing alone, waive the  
 4 Designating Party's right to secure protection under this Order for  
 5 such material. Upon timely correction of a designation, the  
 6 Receiving Party must make reasonable efforts to assure that the  
 7 material is treated in accordance with the provisions of this Order.

8 **VII. CHALLENGING CONFIDENTIALITY DESIGNATIONS**

9 A. Timing of Challenges

10 1. Any party or Non-Party may challenge a designation of  
 11 confidentiality at any time that is consistent with the Court's  
 12 Scheduling Order.

13 B. Meet and Confer

14 1. The Challenging Party shall initiate the dispute resolution process  
 15 under Local Rule 37.1 et seq.

16 C. The burden of persuasion in any such challenge proceeding shall be on  
 17 the Designating Party. Frivolous challenges, and those made for an improper purpose  
 18 (e.g., to harass or impose unnecessary expenses and burdens on other parties) may  
 19 expose the Challenging Party to sanctions. Unless the Designating Party has waived  
 20 or withdrawn the confidentiality designation, all parties shall continue to afford the  
 21 material in question the level of protection to which it is entitled under the Producing  
 22 Party's designation until the Court rules on the challenge.

23 **VIII. ACCESS TO AND USE OF PROTECTED MATERIAL**

24 A. Basic Principles

25 1. A Receiving Party may use Protected Material that is disclosed or  
 26 produced by another Party or by a Non-Party in connection with  
 27 this Action only for prosecuting, defending, or attempting to settle  
 28



1 this Action. Such Protected Material may be disclosed only to the  
2 categories of persons and under the conditions described in this  
3 Order. When the Action has been terminated, a Receiving Party  
4 must comply with the provisions of Section XIV below.

5 2. Protected Material must be stored and maintained by a Receiving  
6 Party at a location and in a secure manner that ensures that access  
7 is limited to the persons authorized under this Order.

8 B. Disclosure of “CONFIDENTIAL” Information or Items

9 1. Unless otherwise ordered by the Court or permitted in writing by  
10 the Designating Party, a Receiving Party may disclose any  
11 information or item designated “CONFIDENTIAL” only to:

12 a. The Receiving Party’s Outside Counsel of Record in this  
13 Action, as well as employees of said Outside Counsel of  
14 Record to whom it is reasonably necessary to disclose the  
15 information for this Action;

16 b. The officers, directors, and employees (including House  
17 Counsel) of the Receiving Party to whom disclosure is  
18 reasonably necessary for this Action;

19 c. Experts (as defined in this Order) of the Receiving Party to  
20 whom disclosure is reasonably necessary for this Action  
21 and who have signed the “Acknowledgment and Agreement  
22 to Be Bound” (Exhibit A);

23 d. The Court and its personnel;

24 e. Court reporters and their staff;

25 f. Professional jury or trial consultants, mock jurors, and  
26 Professional Vendors to whom disclosure is reasonably  
27 necessary for this Action and who have signed the  
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1 “Acknowledgment and Agreement to be Bound” attached  
2 as Exhibit A hereto;

3 g. The author or recipient of a document containing the  
4 information or a custodian or other person who otherwise  
5 possessed or knew the information;

6 h. During their depositions, witnesses, and attorneys for  
7 witnesses, in the Action to whom disclosure is reasonably  
8 necessary provided: (i) the deposing party requests that the  
9 witness sign the “Acknowledgment and Agreement to Be  
10 Bound;” and (ii) they will not be permitted to keep any  
11 confidential information unless they sign the  
12 “Acknowledgment and Agreement to Be Bound,” unless  
13 otherwise agreed by the Designating Party or ordered by the  
14 Court. Pages of transcribed deposition testimony or  
15 exhibits to depositions that reveal Protected Material may  
16 be separately bound by the court reporter and may not be  
17 disclosed to anyone except as permitted under this  
18 Stipulated Protective Order; and

19 i. Any mediator or settlement officer, and their supporting  
20 personnel, mutually agreed upon by any of the parties  
21 engaged in settlement discussions.

22 **IX. PROTECTED MATERIAL SUBPOENAED OR ORDERED**  
23 **PRODUCED IN OTHER LITIGATION**

24 A. If a Party is served with a subpoena or a court order issued in other  
25 litigation that compels disclosure of any information or items designated in this  
26 Action as “CONFIDENTIAL,” that Party must:

27 1. Promptly notify in writing the Designating Party. Such  
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1 notification shall include a copy of the subpoena or court order;

2 2. Promptly notify in writing the party who caused the subpoena or  
3 order to issue in the other litigation that some or all of the material  
4 covered by the subpoena or order is subject to this Protective  
5 Order. Such notification shall include a copy of this Stipulated  
6 Protective Order; and

7 3. Cooperate with respect to all reasonable procedures sought to be  
8 pursued by the Designating Party whose Protected Material may  
9 be affected.

10 B. If the Designating Party timely seeks a protective order, the Party served  
11 with the subpoena or court order shall not produce any information designated in this  
12 action as “CONFIDENTIAL” before a determination by the Court from which the  
13 subpoena or order issued, unless the Party has obtained the Designating Party’s  
14 permission. The Designating Party shall bear the burden and expense of seeking  
15 protection in that court of its confidential material and nothing in these provisions  
16 should be construed as authorizing or encouraging a Receiving Party in this Action to  
17 disobey a lawful directive from another court.

18 **X. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE**  
19 **PRODUCED IN THIS LITIGATION**

20 A. The terms of this Order are applicable to information produced by a Non-  
21 Party in this Action and designated as “CONFIDENTIAL.” Such information  
22 produced by Non-Parties in connection with this litigation is protected by the  
23 remedies and relief provided by this Order. Nothing in these provisions should be  
24 construed as prohibiting a Non-Party from seeking additional protections.

25 B. In the event that a Party is required, by a valid discovery request, to  
26 produce a Non-Party’s confidential information in its possession, and the Party is  
27 subject to an agreement with the Non-Party not to produce the Non-Party’s  
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1 confidential information, then the Party shall:

- 2 1. Promptly notify in writing the Requesting Party and the Non-Party
- 3 that some or all of the information requested is subject to a
- 4 confidentiality agreement with a Non-Party;
- 5 2. Promptly provide the Non-Party with a copy of the Stipulated
- 6 Protective Order in this Action, the relevant discovery request(s),
- 7 and a reasonably specific description of the information requested;
- 8 and
- 9 3. Make the information requested available for inspection by the
- 10 Non-Party, if requested.

11 C. If the Non-Party fails to seek a protective order from this court within 14

12 days of receiving the notice and accompanying information, the Receiving Party may

13 produce the Non-Party's confidential information responsive to the discovery request.

14 If the Non-Party timely seeks a protective order, the Receiving Party shall not produce

15 any information in its possession or control that is subject to the confidentiality

16 agreement with the Non-Party before a determination by the court. Absent a court

17 order to the contrary, the Non-Party shall bear the burden and expense of seeking

18 protection in this court of its Protected Material.

## 19 **XI. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

20 A. If a Receiving Party learns that, by inadvertence or otherwise, it has

21 disclosed Protected Material to any person or in any circumstance not authorized

22 under this Stipulated Protective Order, the Receiving Party must immediately (1)

23 notify in writing the Designating Party of the unauthorized disclosures, (2) use its best

24 efforts to retrieve all unauthorized copies of the Protected Material, (3) inform the

25 person or persons to whom unauthorized disclosures were made of all the terms of

26 this Order, and (4) request such person or persons to execute the "Acknowledgment

27 and Agreement to be Bound" that is attached hereto as Exhibit A.

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## **XII. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE PROTECTED MATERIAL**

A. When a Producing Party gives notice to Receiving Parties that certain inadvertently produced material is subject to a claim of privilege or other protection, the obligations of the Receiving Parties are those set forth in Federal Rule of Civil Procedure 26(b)(5)(B). This provision is not intended to modify whatever procedure may be established in an e-discovery order that provides for production without prior privilege review. Pursuant to Federal Rule of Evidence 502(d) and (e), insofar as the parties reach an agreement on the effect of disclosure of a communication or information covered by the attorney-client privilege or work product protection, the parties may incorporate their agreement in the Stipulated Protective Order submitted to the Court.

## **XIII. MISCELLANEOUS**

### **A. Right to Further Relief**

1. Nothing in this Order abridges the right of any person to seek its modification by the Court in the future.

### **B. Right to Assert Other Objections**

1. By stipulating to the entry of this Protective Order, no Party waives any right it otherwise would have to object to disclosing or producing any information or item on any ground not addressed in this Stipulated Protective Order. Similarly, no Party waives any right to object on any ground to use in evidence of any of the material covered by this Protective Order.

### **C. Filing Protected Material**

1. A Party that seeks to file under seal any Protected Material must comply with Civil Local Rule 79-5. Protected Material may only be filed under seal pursuant to a court order authorizing the sealing

1 of the specific Protected Material at issue. If a Party's request to  
2 file Protected Material under seal is denied by the Court, then the  
3 Receiving Party may file the information in the public record  
4 unless otherwise instructed by the Court.

#### 5 **XIV. FINAL DISPOSITION**

6 A. After the final disposition of this Action, as defined in Section V, within  
7 sixty (60) days of a written request by the Designating Party, each Receiving Party  
8 must return all Protected Material to the Producing Party or destroy such material. As  
9 used in this subdivision, "all Protected Material" includes all copies, abstracts,  
10 compilations, summaries, and any other format reproducing or capturing any of the  
11 Protected Material. Whether the Protected Material is returned or destroyed, the  
12 Receiving Party must submit a written certification to the Producing Party (and, if not  
13 the same person or entity, to the Designating Party) by the 60 day deadline that (1)  
14 identifies (by category, where appropriate) all the Protected Material that was returned  
15 or destroyed and (2) affirms that the Receiving Party has not retained any copies,  
16 abstracts, compilations, summaries or any other format reproducing or capturing any  
17 of the Protected Material. Notwithstanding this provision, Counsel are entitled to  
18 retain an archival copy of all pleadings, motion papers, trial, deposition, and hearing  
19 transcripts, legal memoranda, correspondence, deposition and trial exhibits, expert  
20 reports, attorney work product, and consultant and expert work product, even if such  
21 materials contain Protected Material. Any such archival copies that contain or  
22 constitute Protected Material remain subject to this Protective Order as set forth in  
23 Section V.

24 B. Any violation of this Order may be punished by any and all appropriate  
25 measures including, without limitation, contempt proceedings and/or monetary  
26 sanctions.

1           **IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.**

2  
3       DATED: November 9, 2023

**LYNBERG & WATKINS**  
                  A Professional Corporation

4  
5                               /S/ GARROS CHAN  
6                               /S/ FRANK HARRELL  
7       By: /S/ SHANNON L. GUSTAFSON  
                  S. FRANK HARRELL  
                  SHANNON L. GUSTAFSON  
8                               GARROS CHAN  
                  Attorneys for Defendant, COUNTY OF  
9                               ORANGE

10       DATED: November 9 2023

**LAW OFFICE OF JESUS EDUARDO**  
                  **ARIAS**

11  
12  
13       By: /S/ JESUS E. ARIAS  
                  JESUS EDUARDO ARIAS  
14                               Attorneys for Plaintiff, ESMERALDA  
                  ELIZABETH ROQUE

15  
16  
17       **FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.**

18  
19  
20  
21  
22       Dated: 11/13/2023

/s/ Autumn D. Spaeth  
                  HON. AUTUMN D. SPAETH  
23                               United States Magistrate Judge  
24  
25  
26  
27  
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**EXHIBIT A**  
**ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND**

I, \_\_\_\_\_ [print or type full name], of \_\_\_\_\_  
 \_\_\_\_\_ [print or type full address], declare under penalty of perjury that I have read in its entirety  
 and understand the Stipulated Protective Order that was issue by the United States District Court  
 for the Central District of California on \_\_\_\_\_ [DATE] in the case of \_\_\_\_\_  
 \_\_\_\_\_ [insert formal name of the case and the number and initials assigned to it by  
 the Court]. I agree to comply with and to be bound by all the terms of this Stipulated Protective  
 Order and I understand and acknowledge that failure to so comply could expose me to sanctions  
 and punishment in the nature of contempt. I solemnly promise that I will not disclose in any  
 manner any information or item that is subject to this Stipulated Protective Order to any person or  
 entity except in strict compliance with the provisions of this Order.

I further agree to submit to the jurisdiction of the United States District Court for the  
 Central District of California for the purpose of enforcing the terms of this Stipulated Protective  
 Order, even if such enforcement proceedings occur after termination of this action. I hereby  
 appoint \_\_\_\_\_ [print or type full name] of \_\_\_\_\_  
 \_\_\_\_\_ [print or type full address and telephone number] as my California agent for service of  
 process in connection with this action or any proceedings related to enforcement of this Stipulated  
 Protective Order.

Date: \_\_\_\_\_

City and State where sworn and signed: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Signature: \_\_\_\_\_

**SIGNATURE CERTIFICATION**

Pursuant to the Electronic Case Filing Administrative Policies and procedural manuals of the United States District Court for the Central District of California, I certify that the contents of this document are acceptable to counsel for all parties, and that I have obtained authorization from the signatories to affix their electronic signature to this document.

Dated November 9 2023

A handwritten signature in black ink, appearing to read 'Jesus Eduardo Arias', written over a horizontal line.

By: Jesus Eduardo Arias  
Attorney for Plaintiff